

REMARKS/ARGUMENTS

Claims 1-40 are pending in the present application. Claims 41-43 have been cancelled without prejudice or disclaimer of the subject matter therein. By the present amendment, claims 1, 3-8, 10, 13-15, 17, 20-29, 31-36, and 38-40 have been amended. No new matter has been entered.

Applicant respectfully requests reconsideration of the subject application in light of the remarks below. This is submitted in response to the Office Action dated July 24, 2009.

I. STATUS OF THE CLAIMS

In the Office Action, Claim 4-16, 20-28 and 32-40 are objected to under 37 CFR 1.75(c) as being in improper multiple dependent claim form.

Claims 1, 3, 17 and 31 were rejected under 35 U.S.C. § 112, second paragraph (hereinafter, “Section 112, Par. 2”) as being indefinite for being written in the alternative using an “or” statement.

Claim 29 and 31 are rejected under Section 112, Par. 2 were rejected for insufficient antecedent basis for limitations in the claim.

Claims 1-40 were rejected under 35 U.S.C. § 103(a) (hereinafter, “Section 103(a)”) as being unpatentable over Kumar (U.S. Pub. US 2005/0065876, hereinafter, “Kumar”), in view of Dunn et al. (U.S. Pub. 2007/0021975, hereinafter, “Dunn et al.”).

Applicant respectfully traverses all rejections and requests reconsideration for all of the pending claims for at least the reasons discussed below.

A. OBJECTION TO CLAIMS

It is respectfully requested that the objection to the claims be withdrawn as claims 4-16, 20-28 and 32-40 have all been amended to remove all improper multiple dependent claim format. The claims are now in proper condition in accordance with 37 C.F.R. 1.75(c). It is respectfully requested that these claims be treated on the merits.

B. REJECTION OF CLAIMS UNDER SECTION 112, PAR. 2

Claims 1, 3, 17 and 31 were rejected under Section 112, Par. 2 for being indefinite. Amended claims 1, 3, 17 and 31 have all been amended to properly recite Markush-type limitations.

Claims 29 and 31 have also been amended to provide proper antecedent basis for all the limitations including “assigned account”, “an account status”, and “a unique identifier”. It is noted that in claim 31, “the communication message” has already been introduced and has antecedent basis in introduction of “a communication message” in claim 29 from which claim 31 depends.

Accordingly, as the claims have been amended to correct their deficiencies, Applicant respectfully requests withdrawal of the rejection of claims 1, 3, 17, 29 and 31 under Section 112, Par. 2.

C. REJECTION OF CLAIMS UNDER SECTION 103(a), KUMAR AND DUNN ET AL.

Claims 1-40 were rejected under Section 103(a) as being unpatentable over Kumar in view of Dunn et al. Claims 1, 17 and 29 are the independent claims upon which all remaining claims depend directly or indirectly upon. Applicant respectfully traverses

Examiner's rejections and submits that these claims are allowable over the applied references for at least the following reasons.

Applicant respectfully submits that a *prima facie* case of obviousness has not been presented since not all three criteria have been satisfied for a showing of obviousness. In the least, the prior art references fail to teach or suggest all of the claimed limitations.

With regard to claims 1, 17, 29, the claims have been amended to clarify embodiments in where there is a system, facilitator or method “for facilitating payment to a party not having a *current financial institution account...*” (emphasis added). The plurality of accounts each have a given status chosen from “unused, assigned and inactive” and “when the party redeems the payment *such that it reaches zero*, the account status is changed to inactive by the payments facilitator...” (emphasis added). Support for the amendments are found throughout the specifications, in particular, it is clear that the party to which a payment is facilitated does not have an existing account with a financial institution, i.e. a bank account as described in the specification and has been clarified in the claims. In addition, a party may redeem a payment until it reaches zero is supported on page 10, lines 27-28.

Contrary to the Action, Kumar and Dunn et al. do not teach each and every claim limitation as provided in these claims. Applicant respectfully notes, that contrary to Examiner's contention, Kumar does not disclose “the payments facilitator allocates one of the unused accounts to the party, changes its status to assigned,” and neither does Kumar show that “when the party redeems the payment such that it reaches zero, the account status is changed to inactive by the payments facilitator, and subsequently after elapse of a predetermined period of time, the account status is changed to unused by the payments facilitator.”

Examiner cites to paragraph 0059 of Kumar for showing the required limitations, however in careful review, it is not shown where there is a showing of an allocation of “a party not having a current financial institution”, that there is allocation of “one of the unused accounts”, that there is a required “changes its status to assigned”, when the “party redeems the payment that it reaches zero, the account status is changed to inactive” and “after elapse of a predetermined period of time, the account status changed to unused” in Kumar. At most there is discussed an “airbank a/c server creates an a/c similar to a bank a/c which is temporary in nature”...”the said a/c deletes itself at the moment when either the creditor or debtor withdraw funds from the a/c”... “the whole amount of money has to be debited at once, thus the deletion of a a/c takes place automatically with the withdrawal.”

However, it is not shown that “unused accounts” are being allocated and “changes its status to assigned”. Kumar only discusses creating a temporary a/c. In addition, no where does Kumar provide for redeeming “the payment such that it reaches zero, the account status is changed to inactive”. In fact Kumar teaches away from such limitation by emphasizing that “the whole amount of money has to be debited at once”, (par. 0059) therefore, there is no teaching of the claimed limitation of redeeming the payment “such that it reaches zero”. The claimed payment is not required to be redeemed in whole at once, and is redeemable until it “reaches zero”. Further Kumar describes “deletion” of the a/c takes place automatically with the withdrawal”. This in no manner teaches that an “account status is changed to inactive” since to change an account status to “inactive” surely means the account still exists, not deleted. Further, the account is further “after elapse of a predetermined period of time” changed to “unused”. This is no where taught by Kumar. Moreover, Kumar refers to a “debtor” which has an existing bank account,

either “personal bank a/c” (par. 0063) or a “bank ATM card” (par. 0064). Accordingly, the required limitation that the party NOT have a current financial instruction account, is no where taught or suggested by Kumar.

Examiner further refers to Dunn et al. par. 0123 as teaching the missing limitations of “each account of said plurality of accounts having a status selected from the group consisting of unused, assigned, or inactive”. However in review of Dunn et al. pars. 0123-0128, although there are three choices, these choices are “active, suspended, and deleted”, which still do not provide for the required status of the specific accounts status established by the payments facilitator. Even if one were to equate “active” to “assigned”, the claimed status of accounts and limitations surrounding the circumstances of changing the status of the account to “inactive” or “unused” are in no manner taught or suggested by Dunn et al. Neither does Dunn et al. provide for any of the deficiencies of Kumar as discussed above.

For at least the foregoing reasons, Applicant respectfully submits that amended claims 1, 17 and 29 are patentable over the combination of Kumar and Dunn et al. Since the dependent claims include all the limitations of their base claims, the respective dependent claims are believed patentable for at least the same reasons as their independent claims. Accordingly, Applicant respectfully requests withdrawal the rejection of the claims 1-40 under Section 103(a).

II. CONCLUSION

The above-discussed remarks are believed to place the present Application in condition for allowance. Should the Examiner have any questions regarding the above

Application no.: 10/597,942
Amendment dated 10/26/2009
Reply to Office Action 07/24/2009

Atty. Docket No.: YSAP.PAY.PT2
Customer no.: 24943

amendments, the Examiner is requested to telephone Applicant's representative at the number listed below.

Respectfully submitted,

Date: October 26, 2009

/Juneko Jackson/

Juneko Jackson (Reg. No.: 48,870)
Otto O. Lee (Reg. No.: 37,871)
Intellectual Property Law Group LLP
Attorneys for Applicant

Atty. Docket No.: YSAP.PAY.PT2
Contact No.: 408-286-8933